

Introduced _____
Public Hearing _____
Council Action _____
Executive Action _____
Effective Date _____

County Council Of Howard County, Maryland

2004 Legislative Session

Legislative Day No. **12**

Bill No. 65-2004

Introduced by: The Chairman at the request of the County Executive

AN ACT pursuant to Section 1.111(e) of the Howard County Code approving provisions in a collective bargaining agreement between Howard County and the International Union of Police Associations - Howard County Local 86, which are in conflict with the provisions of Title 1 "Human Resources" of the County Code and the Employee Manual; and providing for the application of this Act.

Introduced and read first time _____, 2004. Ordered posted and hearing scheduled.

By order _____
Sheila M. Tolliver, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on _____, 2004.

By order _____
Sheila M. Tolliver, Administrator

This Bill was read the third time on _____, 2004 and Passed ____, Passed with amendments _____, Failed _____.

By order _____
Sheila M. Tolliver, Administrator

Sealed with the County Seal and presented to the County Executive for approval this __ day of _____, 2004 at __ a.m./p.m.

By order _____
Sheila M. Tolliver, Administrator

Approved by the County Executive _____, 2004

James N. Robey, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN ALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment

1 **WHEREAS**, Howard County Local 86 of the International Union of Police
2 Associations (“Local 86”) and the County have reached agreement on a Memorandum of
3 Agreement (the “Agreement”) to be effective July 1, 2004 through June 30, 2005; and
4

5 **WHEREAS**, in accordance with Section 1.111(e) of the Howard County Code, the
6 County Executive is required to submit to the County Council for its approval all provisions
7 in collective bargaining agreements that are in conflict with Title 1 “Human Resources” of
8 the Howard County Code and the Employee Manual; and
9

10 **WHEREAS**, pursuant to authority contained in the Howard County Code, the
11 County Council, by enactment of Council Bill 57 - 2003, approved provisions in the
12 Agreement that are in conflict with Title 1 “Human Resources” of the Howard County Code
13 and the Employee Manual; and
14

15 **WHEREAS**, the members of Local 86 have ratified the Agreement, and the
16 Agreement includes provisions that are in conflict with Title 1 of the County Code and the
17 Employee Manual.
18

19 **NOW, THEREFORE,**
20

21 ***Section 1. Be It Enacted** by the County Council of Howard County, Maryland, that the*
22 *County Council continues its approval of previously approved provisions in the Agreement*
23 *that are in conflict with the provisions of Title 1 “Human Resources” of the Howard County*
24 *Code and the Employee Manual.*
25

26 ***Section 2. Be it Further Enacted** by the County Council of Howard County, Maryland that,*
27 *in regard to the collective bargaining agreement between Howard County and Howard*
28 *County Local 86 of the International Union of Police Associations, the Council approves the*
29 *following provisions which are in conflict with the provisions of Title 1 "Human Resources"*
30 *of the Howard County Code and the Employee Manual:*
31

1 **ARTICLE 5 – HOURS OF WORK.**

2 **Section 5.3. – Patrol Shift Start Times.**

3 Seniority will be determined by date of hire as a Howard County Probationary Police
4 Officer.

5 Patrol shift start times (0630/0830 and 1830/2030) will be based on seniority, as
6 defined above. Shift start times will be effective June 30th of each year. All officers assigned
7 to the Platoon will submit their preferences to their watch commander by June 1st. Watch
8 Commanders will make notifications of shift start times by June 15th. During the year,
9 requests for “open” start times that may become available will be based on seniority, as
10 defined above. When an officer is transferred into the Platoon, and his/her preferred start
11 time is not available, he/she will be assigned to the “open” position. If two or more officers
12 have equal seniority, choice will be decided by lottery.

13
14 **ARTICLE 8 – PREMIUM PAY.**

15 **Section 8.6 -Temporary Duty Pay.**

16 (a) Employees who are temporarily assigned to perform the full responsibilities of a job
17 classification title in a higher pay grade than their regular job classification title shall
18 be paid for all hours worked in such higher pay grade at either seven percent (7%)
19 above their regular rate of pay or the minimum rate for the higher pay grade in
20 accordance with the following:

- 21 1. Employees within the job classification title of Corporal who perform such
22 duties for a period in excess of seven (7) consecutive calendar days (including
23 days off) shall be paid at the higher rate beginning the first day worked in that
24 assignment when designated in advance by the Chief of Police.

25 (b) The above provisions shall apply provided the Personnel Officer has determined that
26 all of the following conditions are satisfied:

- 27 1. The position to be filled temporarily is an authorized budgeted position.
28 2. There is no incumbent in the position or the incumbent is absent from
29 duty.
30 3. The assigned employee meets the minimum qualifications for the
31 classification unless, in the sole discretion of the Chief of Police, a particular

1 situation warrants that the assignment be made without respect to the
2 minimum qualifications for the higher position.

3 4. The assigned employee is able to perform all the normal duties expected
4 of a person occupying that position.

5 5. An employee assigned to a temporary acting position will retain all bargaining
6 unit rights and benefits.

7
8 **Section 8.11- Specialty Pay.**

9 (a) Employees who are assigned to the following positions will be entitled to specialty
10 pay at the following rates:

11 1. \$1,100 annually to employees assigned to the Criminal Investigations Bureau,
12 Traffic Enforcement Section and the Tactical Section.

13 2. Employees will be paid \$1,100 annually when they have tested fluent in
14 language designated by the Chief of Police and provide translation services
15 for Department business. The criteria for fluency as determined by the Chief
16 of Police will be predicated on a state, regional, or national evaluation
17 instrument or a standard developed by an institution of higher education.
18 Language fluency pay is not subject to the pyramiding prohibition.

19 3. \$1,100 annually to employees who are FAA certified as a Private Pilot for
20 Rotary Aircraft, and who are assigned to the Aviation Program as a Pilot-in-
21 Command or Pilot-in-Training.

22 4. \$1,100 annually to employees assigned to the position of K-9 Trainer.

23 5. \$825 annually to employees assigned as hostage negotiators and employees
24 assigned to Education & Training.

25 6. \$550 annually to employees assigned to the Aviation Program as Observers
26 and members of the Immediate Action Team.

27 7. \$330 annually to employees assigned to the Public Information Office.

28 8. \$220 annually to employees assigned to the Department's Honor Guard and
29 Command Post Operators.

30 (b) Specialty pay can be pyramided. Employees who qualify for more than one specialty
31 pay will receive all specialty pay available to the employee.

- (c) The Chief may, at his discretion, create additional Specialty Pay categories at the \$1,100 rate.

Section 8.15 – Physical Fitness and Wellness Program.

- (a) The Police Department and Union agree to implement a VOLUNTARY Physical Fitness and Wellness Program with incentive pay.
- (b) The program will be implemented during the Fiscal Year 2005 (July 1, 2004 to June 30, 2005) with incentive pay starting after July 1, 2005.
- (c) The program will have four (4) testing components worth one-hundred dollars (\$100) each. The maximum incentive pay an officer can earn is four-hundred dollars (\$400) for passing all four (4) tests
- (d) Testing standards will be published by the Police Department no later than September 1, 2004.

ARTICLE 9 – WORK ASSIGNMENTS.

Section 9.1 – AVL.

During FY05, the County and Union agree to assign AVL usage and policy considerations to the Labor Management Committee. The Labor Management Committee will make recommendations to the Chief of Police by April 1, 2005. These recommendations are not binding.

During FY05, the County and Union agree not to use AVL data as the sole reason for disciplinary investigations or actions. Any use of historical AVL data for disciplinary use must be approved by the Chief of Police or a Deputy Chief of Police. NOTE: There will be no restrictions on the use of AVL for criminal investigations.

ARTICLE 11 – LEAVE BENEFITS.

Section 11.2(b)- Annual Leave Carryover.

- (b) During the period of July 1, 2001 through June 30, 2006, employees may carry over from Fiscal Year to Fiscal Year an unlimited number of annual leave hours. However, upon termination of employment, an employee may not receive pay for more than 648 hours of accumulated annual leave. Beginning July 1, 2006,

employees may carry over no more than 524 hours of annual leave from one Fiscal Year to the next except that when an employee is required to forego the use of annual leave because of emergency work, the Chief Administrative Officer may, upon the recommendation of the Chief of Police, permit an employee to carry over a maximum of 120 additional hours of annual leave.

Section 11.5- Disability Leave Incentive Program.

- (a) Incentive Program – The Department shall establish a Disability Leave Incentive Plan (Plan) effective July 1, 2003. Employees who did not utilize any disability leave for a six (6) month period shall be awarded one (1) day of compensatory time with no award to exceed 12 hours in a 6-month period or 24 hours in a one (1) year period.
- (b) This incentive plan will commence for a test period beginning July 1, 2003 and end December 31, 2005. If the incentive plan proves to be effective in reducing disability leave, the incentive plan will continue through June 30, 2006.
- (c) The six (6) consecutive months will start on July 1st and January 1st.
- (d) The effectiveness of this provision shall be determined by a comparison of a pre and post comparison of disability leave utilized. A minimum of a 10% difference in disability leave used must be realized for program continuation.

Section 11.13- Leave for Negotiations.

Five (5) members of Local 86, selected by the Union, will be granted leave with pay for the purpose of negotiating a collective bargaining agreement with the County for attendance at those bargaining sessions conducted during their normal working hours. The bargaining sessions shall be deemed to include one (1) hour of time before and after each session to be utilized for meetings among the Union's bargaining representatives.

ARTICLE 13 – DEATH BENEFITS.

- (a) In the event of the death of an employee, the County will continue its present policy of paying to the appropriate beneficiary, in accordance with the law, all unused compensatory time, unpaid holidays, accumulated annual and/or personal leave and all accrued wages due.

- 1 (b) In the event of the death of an employee in the line of duty, as defined by the
2 County's insurance coverage, the County will pay to the employee's appropriate
3 beneficiary a lump sum payment of fifty thousand dollars (\$50,000) in addition to all
4 other benefits presently payable to such beneficiary.
- 5 (c) Funeral Benefit: In the event of the death of an employee in the line of duty, as
6 defined by the Chief of Police, the County will pay to the employee's appropriate
7 beneficiary a lump sum payment of ten thousand dollars (\$10,000) in addition to all
8 other benefits presently payable to such beneficiary.

9

10 ***Section 3. Be It Further Enacted*** by the County Council of Howard County, Maryland, that
11 *the provisions of this Act shall apply beginning with the first pay date after July 1, 2004.*

12

13 ***Section 4. And Be It Further Enacted*** by the County Council of Howard County, Maryland,
14 *that this Act shall become effective 61 days after its enactment.*